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Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, et al.,	: 09-50026 (REG)
f/k/a General Motors Corp., et al.	:
	:
Debtors.	: (Jointly Administered)
	:
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**NOTICE OF HEARING ON SECOND MOTION
OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO
11 U.S.C. §§ 105(a) AND 363 RESOLVING DISPUTES, MUTUAL MISTAKES, AND
AMBIGUITIES ARISING UNDER MASTER SALE AND PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that upon the annexed Motion, dated September 2, 2010 (the “**Motion**”), of Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an entry of an order, pursuant to sections 105(a) and 363 of title 11, United States Code (the “**Bankruptcy Code**”) approving and ratifying that certain stipulation of settlement (the “**Stipulation of Settlement**”) between the Debtors and General Motors, LLC (f/k/a General Motors Company) (“**New GM**,” and together with the Debtors, the “**Parties**”) resolving certain disputes, mutual mistakes, and ambiguities arising in connection with the terms of that certain Master Sale and Purchase Agreement, by and among General Motors Corporation, Saturn LLC,

Saturn Distribution Corporation and Chevrolet Saturn of Harlem, as Sellers, and NGMCO, Inc. (n/k/a General Motors, LLC) as Purchaser, all as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **September 24, 2010 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to this Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 500 Renaissance Center, Suite 1400, Detroit, Michigan 48243 (Attn: Ted Stenger); (iii) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C.

20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); and (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.), so as to be received no later than **September 17, 2010, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
September 2, 2010

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**SECOND MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO
11 U.S.C. §§ 105(a) AND 363 RESOLVING DISPUTES, MUTUAL MISTAKES, AND
AMBIGUITIES ARISING UNDER MASTER SALE AND PURCHASE AGREEMENT**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to sections 105(a) and 363 of title 11, United States Code (the “**Bankruptcy Code**”), the Debtors request entry of an order approving and ratifying that certain stipulation of settlement (the “**Stipulation of Settlement**”) between the Debtors and General Motors, LLC (f/k/a NGMCO, Inc.) (“**New GM**,” and together with the Debtors, the “**Parties**” and each individually, a “**Party**”) resolving certain mutual mistakes by the Parties and ambiguities and disputes arising under the terms of that certain Master Sale and Purchase Agreement By and Among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation, and Chevrolet Saturn of Harlem, as Sellers, and NGMCO, Inc. (n/k/a General Motors, LLC) as Purchaser (the “**MSPA**”) with respect to ownership of and environmental liabilities associated with certain real property, property taxes, and the Swap Debt (as defined below). A copy of the Stipulation of Settlement is annexed to the proposed order as **Exhibit “A.”**

Jurisdiction

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

3. On June 26, 2009 the Debtors entered into the MSPA, and on July 10, 2009, the Debtors consummated the sale (the “**Closing**”) of substantially all of their assets

pursuant thereto (the “**Sale**”). Under the MSPA, the Debtors’ assets were divided into two categories – Excluded Assets (as defined in the MSPA), which were assets retained by the Debtors, and Purchased Assets (as defined in the MSPA), which were assets purchased from the Debtors by New GM. (MSPA §§ 2.2(a), 2.2(b).) The Purchased Assets include Owned Real Property, which is defined in the MSPA to mean all real property owned by the Debtors, other than Excluded Real Property. (*Id.* § 1.1.) Liabilities arising out of, relating to, in respect of, or in connection with the use, ownership, or sale of the Purchased Assets after the Closing are among the Assumed Liabilities (as defined in the MSPA). (*Id.* § 2.3(a).) On the other hand, Excluded Real Property (as defined in the MSPA) is any real property set forth in an exhibit or schedule to the MSPA, which, therefore, is retained by the Debtors. (*Id.* § 2.2(b).) In addition, the Debtors retained the Retained Liabilities (as defined in the MSPA), which include all Liabilities related to the Excluded Assets, including Liabilities arising out of, relating to, in respect of, or in connection with Excluded Assets, except as provided in the MSPA. (*Id.* § 2.3(b).)

4. Following the Closing, it became apparent that certain real property and environmental liabilities associated with certain property were transferred, retained, or assumed, in certain instances, by the improper Party as result of mutual mistake by the Parties and/or ambiguities under the terms of the MSPA. Because of the size of the Debtors’ organization and the segregation of duties within different business areas, certain schedules to the MSPA were modified to add or delete properties without a complete understanding of the intentions and undertakings within other areas of the organization. Following the Closing, certain disputes, mutual mistakes, and ambiguities relating to the MSPA, as further described herein, arose or became apparent to the Parties.

5. Throughout these cases, the Debtors and New GM have engaged in good faith arm's-length negotiations, which have resulted in the Stipulation of Settlement embodying a settlement of certain disputes, mutual mistakes, and ambiguities described herein. Every effort has been made to ensure that the Stipulation of Settlement provides for a value-for-value exchange between the Debtors and New GM. The statutory committee of unsecured creditors appointed in these cases have been kept apprised of the status of these negotiations.

6. This Motion represents the second time that the Debtors have come before the Court for approval of a settlement with New GM over the provisions of the MSPA. While the Debtors have authorization to consensually resolve minor ambiguities under the MSPA pursuant to that certain Order Pursuant to Sections 105(a) and 363 of the Bankruptcy Code in Aid of Implementation of Sale, dated March 5, 2010 [Docket No. 5198] (the "**First Agreed Order**"), the Debtors indicated at the March 2, 2010 hearing that they would nevertheless come to Court by separate motion in instances such as these where the matters were material or involved real estate issues. By this Motion, the Debtors seek approval of the Stipulation of Settlement.

The Stipulation of Settlement

7. The Debtors and New GM have reached agreement with respect to the resolution of various mutual mistakes, ambiguities, and disputes relating to ownership of certain real property, the environmental remediation of certain real property, certain property taxes, and the Swap Debt, and seek the Court's approval of the Stipulation of Settlement. The salient terms of the settlement are as follows:

- CVO Willow Run. The Debtors historically maintained their Willow Run Company Vehicle Operations ("**CVO Willow Run**") from a facility located at

2901 Tyler Road, Ypsilanti, Michigan 48198, which functioned as, among other things, a staging area for company vehicles being produced at their large powertrain facility located at 2930 Ecorse Road, Ypsilanti, Michigan 48198 (the “**Willow Run Facility**”). While the Parties intended to classify CVO Willow Run as Excluded Real Property, along with the Willow Run Facility, CVO Willow Run was not listed in an exhibit or schedule to the MSPA because of a mutual mistake by the Parties. In evidence of this mistake, New GM vacated and idled CVO Willow Run and the Debtors contemplated that CVO Willow Run would be part of a group of properties for which they retained liability for remediation, and prepared a budget accordingly. At Closing, a deed transferring CVO Willow Run from the Debtors to New GM was delivered to a title company, but the deed was held by the title company and not recorded when the mutual mistake was discovered by the Parties. To resolve the mutual mistake related to CVO Willow Run, the Stipulation of Settlement provides that CVO Willow Run is Excluded Real Property and all Liabilities related thereto are Retained Liabilities, as further provided herein; *provided, however*, that the Liabilities relating to CVO Willow Run arising out of, relating to, in respect of, or in connection with the use of CVO Willow Run by New GM during the period commencing on the date of the Closing and continuing through the Saginaw Landfill Transfer Date (as defined below) shall be Assumed Liabilities; and *provided further* that the effectiveness of this provision and the designation of CVO Willow Run as Excluded Real Property and related Liabilities as Retained Liabilities is conditioned upon the successful transfer of the Saginaw Landfill (as

defined below), in accordance with the terms set forth below. The value of the avoided cost of remediation and maintenance provided to New GM in respect of this transfer is approximately \$7,500,000.

- Saginaw Landfill. Saginaw Nodular Iron Landfill (the “**Saginaw Landfill**”), located at 2100 Veterans Memorial Parkway, Saginaw, Michigan 48603, was historically used for waste disposal in connection with manufacturing facilities previously operated by the Debtors and GMPT – Saginaw Metal Casting, which is now operated by New GM. Pursuant to the MSPA, the Saginaw Landfill was designated as an Excluded Real Property and remained property of the Debtors’ estates. However, in connection with operations at its facilities, New GM requires the Saginaw Landfill for waste disposal and is prepared, in the context of this settlement, to assume the Liabilities relating to the Saginaw Landfill, as further described herein. New GM has agreed to exercise its option to acquire the Saginaw Landfill pursuant to the MSPA and the Master Lease Agreement (Subdivision Properties) dated July 10, 2010 between MLC and New GM. Accordingly, as of the date on which the Saginaw Landfill is conveyed to New GM (the “**Landfill Transfer Date**”), the Saginaw Landfill shall be deemed Owned Real Property (a subset of Purchased Assets comprising real property) and all Liabilities relating thereto arising out of, relating to, in respect of, or in connection with, the use, ownership, or sale of the Saginaw Landfill after the Landfill Transfer Date shall be deemed Assumed Liabilities; *provided, however*, that in the event that the Saginaw Landfill is not successfully transferred to New GM, for any reason whatsoever (other than the Debtors’ refusal to transfer the

Saginaw Landfill to New GM or to use commercially reasonable efforts to cooperate with New GM in obtaining the necessary third-party approvals applicable to the transfer of the Saginaw Landfill), including, but not limited to New GM's failure to subdivide and satisfy the relevant regulatory requirements relating to the transfer, CVO Willow Run and the Liabilities in connection therewith shall remain Owned Real Property (a subset of Purchased Assets comprising real property) and Assumed Liabilities, respectively. The Parties have agreed to use their commercially reasonable best efforts to effectuate the transfer of the Saginaw Landfill in a timely manner. The transfer of the Saginaw Landfill to New GM will release the Debtors' estates of approximately \$3,800,000 in expected remediation and maintenance obligations.

- Environmental Remediation Invoices. Environmental remediation services (the "**Services**") were provided by third-party contractors to Remediation and Liability Management Company, Inc. and Environmental Corporate Remediation Company, Inc. (the "**REALM/ENCORE Debtors**") with respect to property that was transferred to New GM under the MSPA. The invoices (the "**Invoices**") for such Services have been designated as Retained Liabilities. New GM and the REALM/ENCORE Debtors each require the ongoing services of the third parties providing the Services whose Invoices have not yet been paid. Pursuant to the Stipulation of Settlement, New GM will pay the amounts due under the Invoices, thereby relieving the REALM/ENCORE Debtors of \$1,513,658 in claims related to same. Given the importance of third party contractors to the REALM/ENCORE Debtors' ongoing environmental cleanup efforts, the

REALM/ENCORE Debtors believe that in the absence of this settlement, they would be required to satisfy the obligations under the Invoices in full as a condition to such contractors' future performance.

- Idled Plant Transportation and Disposal Costs. Under the MSPA and related documents including, without limitation, the Transition Services Agreement (as defined in the MSPA), an ambiguity arose regarding which Party is required to pay costs associated with the removal of hazardous waste from certain idled manufacturing facilities owned by the Debtors and listed in the Stipulation of Settlement (the “**Facilities**”). To resolve this dispute, New GM has agreed, under the Stipulation of Settlement, to pay for approximately half of the costs associated with the removal of hazardous waste from the Facilities, and the Debtors have agreed to pay for the remainder, thereby relieving the Debtors' estates of \$859,625 in potential administrative expenses related to environmental obligations.
- Property Tax. Under the MSPA, an ambiguity also arose with respect to the Parties' liability for the payment of property taxes for the 2009 calendar year (the “**Property Taxes**”) relating to real property owned or leased by the Debtors and leased or occupied by New GM after the Closing, but handed back to the Debtors during the 2009 calendar year. The Parties have agreed to prorate the Property Taxes owing in respect of such properties for the period beginning as of the date that New GM handed over the respective properties to the Debtors, through December 31, 2009 (the “**Prorated Tax Periods**”). Upon payment of the assumed Property Taxes by New GM, the Parties have agreed that the allocation

of Property Taxes on the Facilities for the 2009 calendar year between New GM and the Debtors will be complete and final, except to the extent that adjustment is required due to changes after the date hereof in the underlying total property tax due for such periods to taxing authorities. Pursuant to the Stipulation of Settlement, the Parties have agreed that New GM and the Debtors will each be liable for an equal portion of the Property Taxes arising during the Prorated Tax Periods. The value provided by New GM in favor of the Debtors is \$696,145.41.

- Properties. The Parties intended to designate the properties set forth on Schedule VIII to the Stipulation of Settlement (collectively, the “**Properties**”) as Excluded Real Property, but, because of a mutual mistake of the Parties, did not specifically list certain of the Properties on an exhibit or schedule to the MSPA.¹ As evidence of the intention of the Parties to treat the Properties as Excluded Real Property, (i) the Properties were not conveyed to New GM at Closing and the Debtors remain the owner of the Properties, (ii) the Debtors have conducted regular remediation work on the Properties, and (iii) the Debtors allocated funds for the anticipated cost of remediating the Properties. The Stipulation of Settlement provides that the Properties are Excluded Real Property, and, consequently, all liabilities relating thereto are Retained Liabilities. The value of the avoided cost of remediation and maintenance provided to New GM in respect of this transfer is approximately \$9,000,000.

¹ Certain of the Properties denoted on Schedule VIII to the Stipulation of Settlement were already designated as Excluded Real Property on the schedule annexed to the MSPA as Section 2.2(b)(v) of the Sellers’ Disclosure Schedule (as defined in the MSPA). With respect to those properties, Schedule VIII to the Stipulation of Settlement seeks to add further precision to the description provided on Section 2.2(b)(v) of the Sellers’ Disclosure Schedule (as defined in the MSPA).

- Deutsche Bank Settlement. On November 23, 2009, Deutsche Bank AG (“**Deutsche Bank**”) filed a motion [Docket No. 4529] for relief from the automatic stay, asserting a right to setoff \$24,040,404 (the “**Swap Debt**”) that it owes in respect of interest rate swap debt, against its claim for \$24,073,200 (the “**Bond Claim**”) relating to the face value of the Debtors’ bonds it held as of the Commencement Date. The Swap Debt became due and owing when Deutsche Bank terminated a Master Agreement, dated September 19, 2004 (the “**Master Agreement**”), governing two interest rate swap transactions, due to the Debtors’ chapter 11 filings (an event of default under the Master Agreement). It has been asserted by New GM that the \$24,040,404 receivable from Deutsche Bank was sold to New GM under the MSPA, free and clear of all liens, claims, and encumbrances, with any setoff rights to apply to the proceeds of the Sale. Deutsche Bank asserts that this would result in a lien in the New GM stock and warrants that were delivered to the Debtors upon closing as proceeds of the Sale. In order to avoid the cost of litigation with New GM on these issues and the Debtors’ risk of losing the benefit of the Swap Debt altogether (should it be determined that the Swap Debt should be paid to New GM), the Parties have agreed to split any proceeds of the Swap Debt as follows. Pursuant to the Stipulation of Settlement, to the extent that the Debtors are successful in defeating Deutsche Bank’s claim for setoff, the Debtors will receive the first \$9 million of the Swap Debt proceeds, and any further recover will be split evenly between the Parties. The value provided to the Debtors in respect of this settlement will range from \$0 to approximately \$16.5 million, and the value to provided to New GM

will range from \$0 to approximately \$7.5 million. Additionally, if the setoff is permitted, it will be applied against the Bond Claims, and, therefore, as a result of the settlement, under no circumstances would Deutsche Bank receive a lien in the sale consideration. The agreement with respect to the Swap Debt confers substantial consideration to the Debtors' estates and is a significant factor in the Debtors' agreement to designate the Indiana Properties as Excluded Real Property.

8. As indicated above, as there is no certainty that the Saginaw Landfill can be subdivided or that New GM can obtain all necessary regulatory approvals relating to the transfer of the Saginaw Landfill, the Parties have agreed that the designation of CVO Willow Run as an Excluded Real Property and the retention of Liabilities relating thereto by the Debtors, as further described herein, and the designation of the Saginaw Landfill as Owned Real Property (a subset of Purchased Assets comprising real property) and the assumption of Liabilities relating thereto by New GM shall be expressly conditioned upon the successful transfer of the Saginaw Landfill, as further provided herein, and if the transfer of the Saginaw Landfill is not effectuated (other than as a result of the Debtors' refusal to transfer the Saginaw Landfill to New GM or to use commercially reasonable efforts to cooperate with New GM in obtaining the necessary third-party approvals applicable to the transfer of the Saginaw Landfill), the status quo of the two properties and their related Liabilities will be maintained, as further described above; *provided, however*, that the failure of such conditions with respect to CVO Willow Run and the Saginaw Landfill, as set forth in the Stipulation of Settlement, shall not cause to be delayed, void, or impact in any other way whatsoever, any other terms of the Stipulation of Settlement.

The Relief Requested Should Be Approved by the Court

9. Ample authority exists for approval of the Stipulation of Settlement under sections 363 and 105(a) of the Bankruptcy Code. By Order dated July 5, 2009, this Court approved the Sale and entered the Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief [Docket No. 2968] (the “**Sale Order**”). Paragraph 71 of the Sale Order provides that this Court retains jurisdiction with respect to any dispute that arises under the Sale Order. Further, the Court has authorized the Debtors to enter into settlements resolving certain disputes arising under the MSPA pursuant to the Order in Aid of Implementation of Sale [Docket No. 5198] without Court approval. However, due to the materiality of the issues addressed herein, the Debtors seek relief by way of this Motion.

10. In addition, the Bankruptcy Code grants bankruptcy courts authority to “issue any order, process, or judgment that is necessary or appropriate” to ensure that bankruptcy cases are “handled expeditiously and economically” 11 U.S.C. §§ 105(a), 105(d)(2). *See also Adelphia Commc’ns Corp. v. The Am. Channel (In re Adelphia Comm’ns Corp.)*, 345 B.R. 69, 85 (Bankr. S.D.N.Y. 2006) (“Section 105(a) provides broad equitable power for a [b]ankruptcy [c]ourt to maintain its own jurisdiction and to facilitate the [chapter 11] process”); *Lyondell Chem. Co. v. Centerpoint Energy Gas Servs. Inc. (In re Lyondell Chem. Co.)*, 402 B.R. 571 (Bankr. S.D.N.Y. 2009).

11. The Debtors’ decision to enter into the Stipulation of Settlement and resolve amicably the differences in interpretation of the MSPA and the mutual mistakes and disputes relating to the MSPA is clearly in the best interests of the Debtors’ estates, reflects the

sound business judgment of the Debtors, and is fair and equitable and in the interest of the Debtors and their creditors. Based on the costs and uncertainty associated with litigating these disputes, the agreed-upon settlement is a fair compromise. Settlement at this juncture avoids the expense, inconvenience, uncertainty, and delay that would be caused by pushing off a resolution of these matters further. The Debtors believe that the Stipulation of Settlement falls well within the range of reasonableness, is in the best interests of the Debtors' estates and their creditors and should be approved as a sound exercise of the Debtors' business judgment.

Notice

12. Notice of this Motion has been provided to parties in interest in accordance with the Fourth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated August 24, 2010 [Docket No. 6750], New GM, and the Attorney General for each state in which property affected by this Motion is located. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

13. No previous request for the relief sought herein has been made by the Debtors to this or any other Court except for the motion filed in connection with the First Agreed Order.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
September 2, 2010

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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f/k/a General Motors Corp., <i>et al.</i>	:
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Debtors.	:
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Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a)
AND 363 RESOLVING DISPUTES, MUTUAL MISTAKES, AND
AMBIGUITIES ARISING UNDER MASTER SALE AND PURCHASE AGREEMENT**

Upon the Motion, dated September 2, 2010 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an entry of an order, pursuant to sections 105(a) and 363 of title 11, United States Code (the “**Bankruptcy Code**”), approving and ratifying that certain stipulation of settlement (the “**Stipulation of Settlement**”), annexed hereto as **Exhibit “A,”** between the Debtors and General Motors, LLC (f/k/a NGMCO, Inc.) (“**New GM,**” and together with the Debtors, the “**Parties**”) resolving certain disputes, mutual mistakes, and ambiguities arising under the terms of that certain Master Sale and Purchase Agreement By and Among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation and Chevrolet Saturn of Harlem, as Sellers, and NGMCO, Inc. (n/k/a General Motors, LLC) as Purchaser (the “**MSPA**”), all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that the Debtors are authorized to enter the Stipulation of Settlement, annexed hereto as **Exhibit "A"**, and the Stipulation of Settlement is hereby approved in all respects; and it is further

ORDERED that the designation of CVO Willow Run as an Excluded Real Property, and all Liabilities related thereto as Retained Liabilities, is conditioned upon the successful transfer of the Saginaw Landfill to New GM, as set forth in the Stipulation of Settlement; *provided, however*, that the failure of such conditions with respect to CVO Willow Run and Saginaw Landfill, as set forth in the Stipulation of Settlement, shall not cause to be delayed, void, or impact, in any other way whatsoever, any other terms of the Stipulation of Settlement; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2010

United States Bankruptcy Judge

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**STIPULATION OF SETTLEMENT REGARDING
MASTER SALE AND PURCHASE AGREEMENT**

This stipulation of settlement (the “**Stipulation of Settlement**”) is entered into by Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) and General Motors, LLC (f/k/a NGMCO, Inc.) (“**New GM**” and together with the Debtors, the “**Parties**”), for the purpose of resolving certain mutual mistakes by the Parties and disputes and ambiguities arising under the terms of that certain Master Sale and Purchase Agreement, by and among MLC, Saturn LLC, Saturn Distribution Corporation and Chevrolet Saturn of Harlem, as Sellers, and New GM as Purchaser, dated as of June 26, 2009 (the “**MSPA**”).

RECITALS

WHEREAS, on June 26, 2009 the Parties entered into the MSPA and on July 10, 2009, the Debtors consummated the sale (the “**Closing**”) of substantially all of their assets pursuant thereto (the “**Sale**”); and

WHEREAS certain issues arose by virtue of (i) mutual mistake by the Parties as to the scheduling of certain assets under the MSPA, (ii) ambiguities or disputes under the MSPA regarding property taxes and the allocation of responsibility with respect to environmental

services or remediation associated with certain real property, and (iii) ambiguity under the MSPA regarding the Parties' rights with respect to certain claims arising under interest rate swaps with Deutsche Bank AG ("**Deutsche Bank**"); and

WHEREAS in order to avoid the costs and uncertainties attendant to the litigation of these issues, the Parties seek to resolve certain mutual mistakes, disputes, and ambiguities with respect to and arising under the MSPA on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the Parties that:

AGREEMENT

1. CVO Willow Run. Willow Run Company Vehicle Operations ("**CVO Willow Run**") is located at 2901 Tyler Road, Ypsilanti, Michigan 48198. Annexed hereto as Schedule I is a legal description and map of the CVO Willow Run property. Annexed hereto as Schedule II is a schedule of the Debtors' estimates of the costs associated with environmental remediation activities and monitoring of CVO Willow Run. CVO Willow Run and all Liabilities¹ relating thereto will constitute, respectively, Excluded Real Property and Retained Liabilities under the MSPA; *provided, however*, that any liabilities relating to CVO Willow Run arising out of, relating to, in respect of, or in connection with the use of CVO Willow Run by New GM during the period commencing on the date of the Closing and continuing through the Saginaw Landfill Transfer Date (as defined below), if such date occurs, shall be Assumed Liabilities; and *provided further* that the effectiveness of this Paragraph 1 and the designation of CVO Willow Run as Excluded Real Property and related liabilities as Retained Liabilities is expressly conditioned

¹ Capitalized terms used herein but not otherwise defined will have the meaning ascribed to such terms in the MSPA.

upon the successful transfer of the Saginaw Landfill (as defined below), as set forth in Paragraph 2 hereof.

2. Saginaw Landfill. Under the MSPA, New GM has the option to acquire the landfill owned by the Debtors and located at 2100 Veterans Memorial Parkway, Saginaw, Michigan 48603 (the “**Saginaw Landfill**”). Annexed hereto as Schedule III is a legal description and map of the Saginaw Landfill property. Annexed hereto as Schedule IV is a schedule of the Debtors’ estimates of the costs associated with the maintenance and environmental remediation of Saginaw Landfill. Upon finalization of the subdivision and separation of the properties commonly known as GMPT – Saginaw Metal Casting and Saginaw Nodular Iron pursuant to the MSPA and the Master Lease Agreement (Subdivision Properties) dated July 10, 2010 between MLC and New GM, and upon satisfaction of the regulatory requirements relating to the transfer of the Saginaw Landfill, New GM shall exercise the option to acquire the Saginaw Landfill in accordance with the MSPA. On the date on which the Saginaw Landfill is conveyed to New GM (the “**Landfill Transfer Date**”), which shall only occur upon (i) the subdivision of the Saginaw Landfill in accordance with applicable law and (ii) the satisfaction of all regulatory requirements relating to the transfer, the Saginaw Landfill shall become Owned Real Property (a subset of Purchased Assets comprising real property) and all Liability arising out of, relating to, in respect of, or in connection with the use, ownership, or sale of the Saginaw Landfill after the Landfill Transfer Date shall be Assumed Liabilities; *provided, however*, that without affect on any other provision in this Stipulation of Settlement (except as to Paragraph 1 as set forth herein) in the event that the Saginaw Landfill is not successfully transferred to New GM, for any reason whatsoever (other than the Debtors’ refusal to transfer the Saginaw Landfill to New GM or to use commercially reasonable efforts to cooperate with New

GM in obtaining the necessary third-party approvals applicable to the transfer of the Saginaw Landfill), including, but not limited to New GM's failure to subdivide and satisfy the relevant regulatory requirements relating to the transfer, (i) CVO Willow Run and the liabilities in connection therewith shall remain Owned Real Property (a subset of Purchased Assets comprising real property) and Assumed Liabilities to the extent set forth in this paragraph, and (ii) the Saginaw Landfill and the Liabilities in connection therewith shall remain Excluded Real Property and Retained Liabilities. The Parties agree to use their commercially reasonable best efforts to effectuate the transfer of the Saginaw Landfill in a timely manner.

3. Invoices. Annexed hereto as Schedule V is a schedule of invoices (the "**Invoices**") for environmental remediation services provided by third-party contractors with respect to property (i) that was transferred to New GM pursuant to the MSPA and (ii) owned by the Debtors. New GM will assume liability for \$1,513,658 in respect of the Invoices.

4. Idled Plant Transportation and Disposal Costs. Annexed hereto as Schedule VI is a list of facilities (the "**Idled Facilities**") and historical costs associated with the transportation and disposal of hazardous waste produced in connection with the Facility Idling Process (as such term is defined in that certain Master Lease Agreement (Excluded Manufacturing Assets) dated July 10, 2009 between MLC and New GM) at the Idled Facilities (the "**Idled Plant Transportation and Disposal Costs**"). New GM will assume one half of the Idled Plant Transportation and Disposal Costs, which shall amount to \$859,625. Upon payment of its share of the Idled Plant Transportation and Disposal Costs, New GM will have no further obligation to pay the Debtors any amounts relating to the transportation and disposal of hazardous waste produced in connection with the Facility Idling Process.

5. Property Tax. Annexed hereto as Schedule VII is a schedule of estimated real property taxes (the “**Property Taxes**”) relating to real property owned or leased by the Debtors, and leased or occupied by New GM after the Closing, but handed back to the Debtors during the 2009 calendar year (the “**Facilities**”). New GM will assume liability for \$696,145.41 in respect of the Property Taxes relating to the period beginning as of the date that New GM handed over the respective properties to the Debtors through December 31, 2009. Upon payment of the assumed Property Taxes by New GM, the allocation of Property Taxes on the Facilities for the 2009 calendar year between New GM and Debtors will be complete and final, except to the extent that adjustment is required due to changes after the date hereof in the underlying total property tax due for such period to taxing authorities.

6. Properties. Annexed hereto as Schedule VIII is a list of properties (the “**Properties**”) located in Indiana and Ohio. The Parties Agree that the Properties and all liabilities relating thereto shall be Excluded Real Properties and Retained Liabilities, respectively, and the titles to the Properties shall remain vested in the Debtors.

7. Deutsche Bank Settlement. On November 24, 2009, Deutsche Bank filed a motion [Docket No. 4529] for relief from the automatic stay, asserting a right to setoff \$24,040,404 (the “**Swap Debt**”) that it owes in respect of interest rate swap debt, against its claim for \$24,073,200 (the “**Bond Claim**”) relating to the face value of the Debtors’ bonds it held as of the Commencement Date. Upon completion of litigation with Deutsche Bank with respect to the setoff, and to the extent that any proceeds of the Swap Debt become available to either the Debtors or New GM, the Parties agree that (i) the Debtors will receive the first \$9 million of such proceeds, and (ii) the balance of the recovery will be split evenly between the

Parties. To the extent Deutsche Bank's right to setoff is validated, the Parties Agree that the Swap Debt may be used to effectuate the setoff against the Bond Claim.

8. This Stipulation is subject in all respects to approval by the Bankruptcy Court. Upon such approval, this Stipulation and Settlement shall be binding upon the Parties, and may not be changed, altered, or modified except in writing, signed by the Parties or their duly authorized attorneys and approved by the Bankruptcy Court.

9. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Stipulation of Settlement.

10. This Stipulation of Settlement may be executed in counterparts.

Stipulated and Agreed:

Dated: September 2, 2010

MOTORS LIQUIDATION COMPANY

GENERAL MOTORS, LLC

By: /s/ Thomas A. Morrow
Name: Thomas A. Morrow
Title: Vice President

By: /s/ Russel S. Bratley
Name: Russel S. Bratley
Title: Director - Corporate Financial
Planning and Analysis

Schedule I

Legal Description and Map of CVO Willow Run Property

Tax ID Number: **11-12-300-006**

Land situated in the **Township of Ypsilanti**, in the County of **Washtenaw**, State of **Michigan** is described as follows:

Part of Southeast 1/2, Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan commencing at Southeast corner of Section 12, thence South 87 degrees, 46 minutes, 46 seconds West along South line of Section 935.33 feet to point of beginning; thence continuing South 87 degrees, 46 minutes, 46 seconds West along South line of Section which is also the centerline of Tyler Road (proposed 120 feet wide) 1397.50 feet; thence North 00 degrees 00 minutes 25 seconds West 732.97 feet; thence North 89 degrees, 53 minutes, 1 minute East 192.96 feet; thence North 33 degrees, 3 minutes, 21 seconds East 305.54 feet to point that approximately the centerline of Willow Run Creek; thence along centerline in a Southerly direction in the Willow Run Creek the following courses and distance; South 16 degrees 47 minutes, 55 seconds East 173.21 feet; thence South 42 degrees, 9 minutes, 5 seconds East 284.61 feet; thence South 86 degrees, 11 minutes, 10 seconds East 300.66 feet; thence South 74 degrees, 6 minutes, 15 seconds East 157 feet; thence North 83 degrees, 10 minutes, 55 seconds East 185.31 feet; thence South 82 degrees, 54 minutes, 10 seconds East 250.92 feet; thence South 45 degrees, 40 minutes, 10 seconds East 181.74 feet; thence South 4 degrees, 51 minutes, 50 seconds West 188.68 feet; thence leaving the approximate centerline of the Willow Run Creek on course of South 61 degrees, 16 minutes, 45 seconds West 232.01 feet to a point that is on the North line of Tyler Road; thence South 1 degree, 16 minutes, 17 seconds East 60.01 feet; to point of beginning containing 22.06 more or less acres of land.

Commonly known as: 2901 Tyler Road, Ypsilanti, MI 48198

Ypsilanti, MI –CVO – Vehicle Center
2901 Tyler Road, Ypsilanti, MI



Schedule II

CVO Willow Run Environmental Remediation and Monitoring Costs

Activities Related to Clean-up and Monitoring of CVO Willow Run	\$ 7,542,403
<ul style="list-style-type: none">-Agreements/Work Plans/Risk Assessment/Reports-PACO 24-PAOC 23-PAOC 19 (Site Wide GW)-PAOC 18/29 - DNAPL/LNAPL-Contingency Cost	

Schedule III

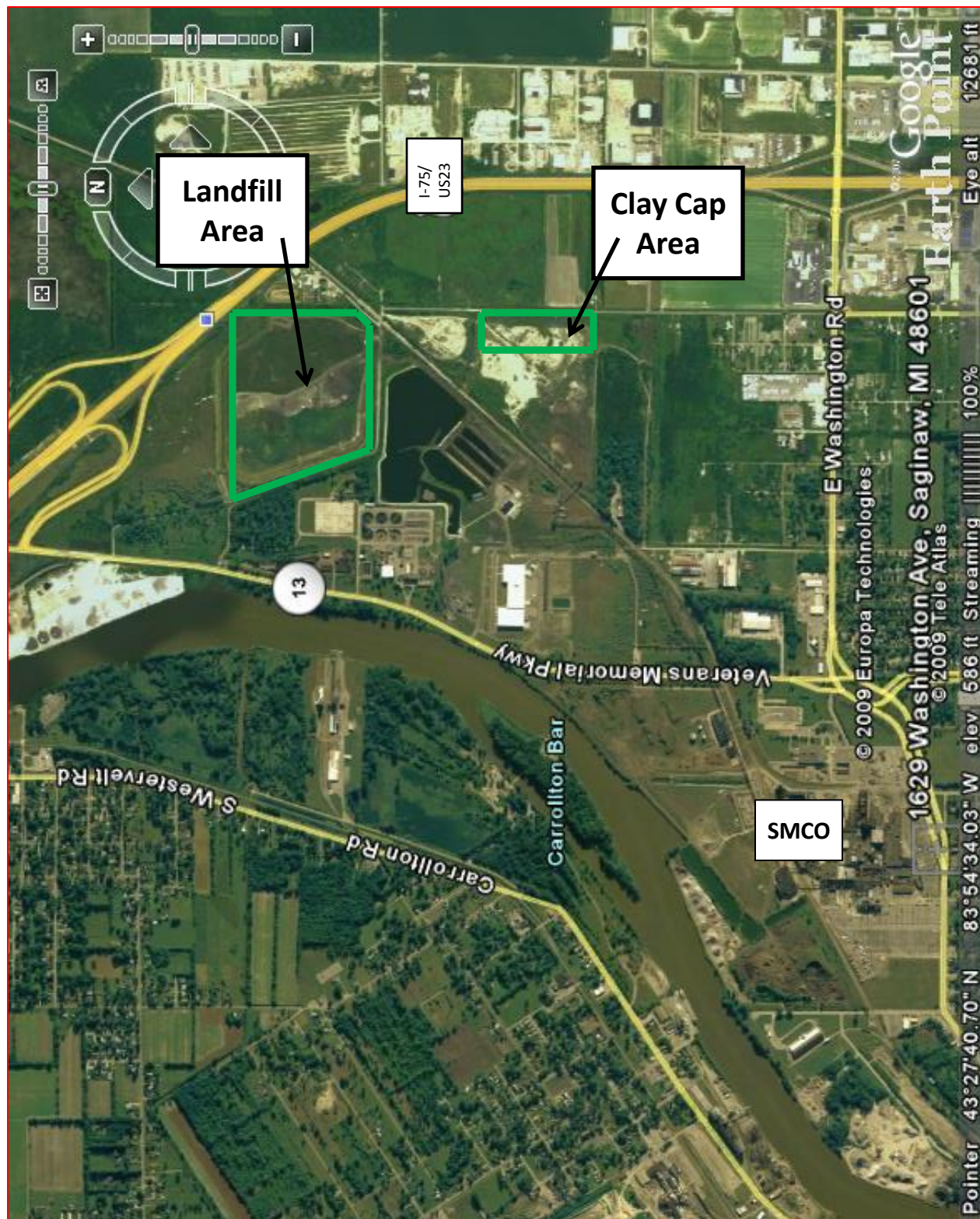
Legal Description and Map of Saginaw Landfill

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWN 12 NORTH, RANGE 5 EAST, BUENA VISTA TOWNSHIP, SAGINAW COUNTY, MICHIGAN; DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N00°02'00"W 313.43 FEET TO THE POINT OF BEGINNING; THENCE S40°49'28"W 406.25 FEET; THENCE N88°42'22"W 1397.64 FEET; THENCE N19°49'03"W 1729.07 FEET; THENCE N71°48'13"E 384.20 FEET; THENCE N82°11'16"E 203.32 FEET; THENCE N89°00'10"E 967.66 FEET; THENCE S75°52'26"E 130.59 FEET; THENCE S45°59'32"E 160.63 FEET; THENCE S35°52'45"E 287.47 FEET; THENCE S53°09'33"E 139.38 FEET; THENCE S82°25'28"E 194.04 FEET; THENCE S00°02'00"E 1029.72 FEET TO THE POINT OF BEGINNING. CONTAINING 75.63 ACRES.

AND

PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWN 12 NORTH, RANGE 5 EAST, BUENA VISTA TOWNSHIP, SAGINAW COUNTY, MICHIGAN; DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE S89°44'00"W 530.01 FEET ALONG THE EAST WEST QUARTER LINE; THENCE N00°00'00"E 1502.00 FEET; THENCE N89°44'00"E 530.01 FEET; THENCE S00°00'00"W 1502.00 FEET ALONG THE EAST SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 18.28 ACRES.

Saginaw, MI – Nodular Iron - Landfill and Clay Cap Area



Schedule IV

Saginaw Iron Landfill Environmental Remediation and Maintenance Costs

Cost Estimate for Entire SNI Property	\$8,355,199
(Net present value of future remediation)	
 Portion of Estimate Attributable to the Landfill	 \$3,758,193
Activities Attributable to the Landfill	
-Agency Oversight	
-Landfill Cap OM&M	
-Landfill Closure	
-Contingency	
 Non-landfill Related Portion of Estimate	 \$4,597,006

Schedule V

Invoices

<u>Date</u>	<u>Number</u>	<u>Site</u>	<u>Vendor</u>	<u>Amount</u>
6/30/2009	236-200906	Allison Eagle Creek	Encore Environmental Consortium	384.36
7/31/2009	236-200907	Allison Eagle Creek	Encore Environmental Consortium	356.80
6/26/2009	027-200906	Allison Transmission	Encore Environmental Consortium	20,721.05
7/27/2009	E027-200907	Allison Transmission	Encore Environmental Consortium	39,590.22
6/26/2009	OMM-027-200906	Allison Transmission	Encore Environmental Consortium	28,155.51
7/27/2009	OMM027B-200907	Allison Transmission	Encore Environmental Consortium	39,114.06
6/10/2009	72	Bedford	Sevenson Environmental Services, Inc.	133,602.28
6/19/2009	73	Bedford	Sevenson Environmental Services, Inc.	95,613.39
7/2/2009	74	Bedford	Sevenson Environmental Services, Inc.	83,884.26
7/17/2009	75	Bedford	Sevenson Environmental Services, Inc.	85,595.03
6/30/2009	117A-200906	Bedford	Encore Environmental Consortium	289,052.70
7/31/2009	117A-200907	Bedford	Encore Environmental Consortium	279,192.66
7/8/2009	280667 E117	Bedford	Encore Environmental Consortium	7,810.88
7/31/2009	OMM117B-200907	Bedford	Encore Environmental Consortium	29,570.87
6/12/2009	OMM-E119-200906	Defiance	Encore Environmental Consortium	4,400.19
7/17/2009	OMME119-PM406_200907	Defiance	Encore Environmental Consortium	12,734.98
7/31/2009	099-200907	Desert Proving Grounds	Encore Environmental Consortium	86,415.23
6/27/2009	31842E	Desert Proving Grounds	WDC Exploration & Wells	6,375.00
6/30/2009	094-200906	Doraville	Encore Environmental Consortium	3,863.84
7/27/2009	123_PM036_200907	Flint V8	Encore Environmental Consortium	436.80

6/19/2009	E123-PM036_200906	Flint V8	Encore Environmental Consortium	1,022.80
5/31/2009	OMM053109F1246	Flint V8	Global Environmental Engineering, Inc.	4,136.50
6/30/2009	OMM063009F1246	Flint V8	Global Environmental Engineering, Inc.	4,136.50
6/30/2009	OMM123B-200906	Flint V8	Encore Environmental Consortium	5,367.15
7/31/2009	omm123b-200907	Flint V8	Encore Environmental Consortium	10,382.49
6/19/2009	32629	GMNA - Flint on Van Slyke	General Oil Company, Inc.	1,340.00
7/11/2009	32718	GMNA - Flint on Van Slyke	General Oil Company, Inc.	1,528.75
6/30/2009	104B-200906	GMNA - Flint on Van Slyke	Encore Environmental Consortium	5,105.86
7/31/2009	104B-200907	GMNA - Flint on Van Slyke	Encore Environmental Consortium	2,801.08
6/8/2009	277765 E117	GMPT - Bedford	Encore Environmental Consortium	2,182.51
6/30/2009	OMM117B-200906	GMPT - Bedford	Encore Environmental Consortium	24,941.88
6/30/2009	132-200906	GMPT - Toledo	Encore Environmental Consortium	1,848.03
7/31/2009	132-200907	GMPT - Toledo	Encore Environmental Consortium	3,117.99
6/30/2009	OMM133B-200906	GMPT - Tonawanda	Encore Environmental Consortium	2,213.96
6/19/2009	OMME133_PM412_200906	GMPT - Tonawanda	Encore Environmental Consortium	4,393.79
7/21/2009	OMME133-PM412-200907	GMPT - Tonawanda	Encore Environmental Consortium	6,845.75
6/30/2009	134B-200906	GMPT - Warren	Encore Environmental Consortium	848.53
7/31/2009	134B-200907	GMPT - Warren	Encore Environmental Consortium	637.93
7/27/2009	088-200907	Lansing 1 & 2	Encore Environmental Consortium	10,428.90
6/30/2009	088E-200906	Lansing 1 & 2	Encore Environmental Consortium	902.80
7/27/2009	088E-200907	Lansing 1 & 2	Encore Environmental Consortium	2,132.20
6/30/2009	E_088D_130_200906	Lansing 1 & 2	Encore Environmental Consortium	22,134.08
6/30/2009	OMM088F-200906	Lansing 1 & 2	Encore Environmental Consortium	7,417.99

7/31/2009	OMM088F-200907	Lansing 1 & 2	Encore Environmental Consortium	12,499.74
7/31/2009	109-200907	Linden Assembly	Encore Environmental Consortium	1,008.12
7/31/2009	090B-200907	Lordstown	Encore Environmental Consortium	5,479.62
7/17/2009	OMME090-PM402_200907	Lordstown	Encore Environmental Consortium	1,809.22
2/25/2009	E_090_PM402_200902	Lordstown	Encore Environmental Consortium	4,082.04
6/30/2009	E_029_126_200906	Metal Fab Grand Blanc	Encore Environmental Consortium	3,837.11
7/31/2009	E_029_126_200907	Metal Fab Grand Blanc	Encore Environmental Consortium	12,567.00
6/30/2009	097-200906	Mid/Lux - Tarrytown	Encore Environmental Consortium	19,870.24
7/29/2009	097-200907	Mid/Lux - Tarrytown	Encore Environmental Consortium	24,760.27
6/30/2009	101-200906	Milford Proving Grounds	Encore Environmental Consortium	3,038.85
6/30/2009	101A-200906	Milford Proving Grounds	Encore Environmental Consortium	8,710.64
7/31/2009	101A-200907	Milford Proving Grounds	Encore Environmental Consortium	5,446.75
7/31/2009	101G-200907	Milford Proving Grounds	Encore Environmental Consortium	133.43
7/31/2009	101I-200907	Milford Proving Grounds	Encore Environmental Consortium	1,652.26
8/14/2009	284448	Milford Proving Grounds	Arcadis	5,817.26
6/30/2009	131-200906	SMCO	Encore Environmental Consortium	8,372.80
7/31/2009	131-200907	SMCO	Encore Environmental Consortium	8,895.70
6/30/2009	143A-200906	SPO (various)	Encore Environmental Consortium	2,300.76
6/30/2009	167A-200906	Tech Center	Encore Environmental Consortium	6,799.29
7/31/2009	167A-200907	Tech Center	Encore Environmental Consortium	3,839.61
Total				\$1,513,658.29

Schedule VI

Idled Plant Transportation and Disposal Costs

Historical transportation and disposal (T&D) costs experienced by GM:

		Remove outliers
Doraville	\$ 82,074	\$ 82,074
Grand Rapids	\$ 87,519	\$ 87,519
Janesville	\$ 150,723	\$ 150,723
Livonia	\$ 41,813	low
Moraine	\$ 159,613	high
Massena	\$ 138,176	\$138,176
Average (rounded)		\$115,000
15% Risk Management fee (Suggested by Greg Mischley)		\$ 17,250
Total est. T&D costs/plant		\$132,250
Remaining Total Est. T&D Costs		\$1,719,250

Plants to be idled

- 1 Wilmington Assembly
- 2 Pontiac Assembly
- 3 Mansfield Stamping
- 4 Parma Powertrain
- 5 Willow Run Powertrain
- 6 Fredericksburg Powertrain
- 7 Flint North
- 8 Pontiac Stamping
- 9 Grand Rapids Stamping
- 10 Livonia Powertrain
- 11 Indy Stamping
- 12 Shreveport Assembly
- 13 Shreveport Stamping

Schedule VII

Real Property Taxes

[Content on following page]

Line Number	File Number	State	Juris Cd	Parcel / Account	Location ID	2009 Tax Year Real Property Taxes Paid During 2009	2009 Tax Year Real Property Taxes due after 12/31/09	Turnover Date	MLC Days	MLC Tax Allocation	Estimated Settlement Value From GM	GM Tax Allocation
1	247	IN	Delaware	116378009000	RG0900000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
2	252	IN	Delaware	116328001000	RG2700000-XXXX-XX-G	\$ -	\$ 23,168.40	8/28/2009	125	\$ 7,933.38	\$ 3,967.19	\$ 19,237.21
3	253	IN	Delaware	116328002000	RG1000000-XXXX-XX-G	\$ -	\$ 29,496.00	8/28/2009	125	\$ 10,101.37	\$ 5,050.69	\$ 24,445.32
4	254	IN	Delaware	116327001000	RG1200000-XXXX-XX-G	\$ -	\$ 300.20	8/28/2009	125	\$ 102.81	\$ 51.41	\$ 248.80
5	255	IN	Delaware	116327003000	RG1300000-XXXX-XX-G	\$ -	\$ 463.90	8/28/2009	125	\$ 158.87	\$ 79.44	\$ 384.47
6	256	IN	Delaware	116328001000	RG1400000-XXXX-XX-G	\$ -	\$ 279.20	8/28/2009	125	\$ 95.62	\$ 47.81	\$ 231.39
7	257	IN	Delaware	116328002000	RG1500000-XXXX-XX-G	\$ -	\$ 195.20	8/28/2009	125	\$ 66.85	\$ 33.43	\$ 161.78
8	258	IN	Delaware	116328003000	RG1600000-XXXX-XX-G	\$ -	\$ 393.90	8/28/2009	125	\$ 134.90	\$ 67.45	\$ 326.45
9	259	IN	Delaware	116328004000	RG1700000-XXXX-XX-G	\$ -	\$ 205.70	8/28/2009	125	\$ 70.45	\$ 35.23	\$ 170.48
10	260	IN	Delaware	116328005000	RG1800000-XXXX-XX-G	\$ -	\$ 331.70	8/28/2009	125	\$ 113.60	\$ 56.80	\$ 274.90
11	261	IN	Delaware	116328006000	RG1900000-XXXX-XX-G	\$ -	\$ 170.70	8/28/2009	125	\$ 58.46	\$ 29.23	\$ 141.47
12	262	IN	Delaware	116328007000	RG0800000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
13	263	IN	Delaware	116328008000	RG2000000-XXXX-XX-G	\$ -	\$ 170.70	8/28/2009	125	\$ 58.46	\$ 29.23	\$ 141.47
14	264	IN	Delaware	116328009000	RG1100000-XXXX-XX-G	\$ -	\$ 174.20	8/28/2009	125	\$ 59.66	\$ 29.83	\$ 144.37
15	265	IN	Delaware	116354019000	RG2100000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
16	266	IN	Delaware	116378001000	RG2200000-XXXX-XX-G	\$ -	\$ 11,661.78	8/28/2009	125	\$ 3,993.76	\$ 1,996.88	\$ 9,664.90
17	267	IN	Delaware	116378003000	RG2400000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
18	268	IN	Delaware	116378004000	RG2500000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
19	269	IN	Delaware	116378005000	RG2600000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
20	329	IN	Delaware	116376002000-7000	RG2300000-XXXX-XX-G	\$ -	\$ 10.00	8/28/2009	125	\$ 3.42	\$ 1.71	\$ 8.29
21	364	MA	Sharngham	176-0-0431-0002-0	R8260000-XXXX-NF-G	\$ -	\$ -	9/25/2009	97	\$ -	\$ -	\$ -
22	271	MA	Framingham	0001-0000-0004 (6911-572)	R8270000-XXXX-NF-G	\$ 2,047.77	\$ 2,047.77	9/25/2009	97	\$ 1,088.40	\$ 544.20	\$ 3,551.34
23	97	MI	Burton	59-10-100-030	RE3400000-XXXX-NF-G	\$ 178.89	\$ 191.79	9/25/2009	97	\$ 98.78	\$ 49.39	\$ 322.29
24	98	MI	Burton	59-10-100-031	RE3500000-XXXX-NF-G	\$ 7,047.67	\$ 7,502.70	9/25/2009	97	\$ 3,866.81	\$ 1,933.41	\$ 12,616.97
25	511	MI	Burton	59-29-300-021	R03200000-XXXX-NF-G	\$ -	\$ -	9/18/2009	104	\$ -	\$ -	\$ -
26	73	MI	Burton	59-29-300-024	R03300000-XXXX-NF-G	\$ 4,245.75	\$ 1,983.06	9/18/2009	104	\$ 1,774.78	\$ 887.39	\$ 5,341.42
27	11	MI	Delta Cntr Twship	23-040-027-100-050-00	RF6100000-XXXX-NF-G	\$ 19,156.50	\$ 26,867.04	9/25/2009	97	\$ 12,230.91	\$ 6,115.46	\$ 39,998.99
28	241	MI	Detroit	14601033	R08700000-XXXX-NF-G	\$ 24,518.96	\$ -	9/18/2009	104	\$ 6,985.27	\$ 3,493.12	\$ 21,025.87
29	242	MI	Detroit	16012943	R09300000-XXXX-NF-G	\$ 12,422.02	\$ -	9/18/2009	104	\$ 3,539.42	\$ 1,769.71	\$ 10,652.31
30	243	MI	Detroit	24001402	R09200000-XXXX-NF-G	\$ 1,028.14	\$ -	9/18/2009	104	\$ 292.95	\$ 146.48	\$ 881.67
31	293	MI	Detroit	02002155-6	R14100000-XXXX-NF-G	\$ 11,637.68	\$ -	9/18/2009	104	\$ 3,315.94	\$ 1,657.97	\$ 9,979.71
32	380	MI	Flint City	20-00-189-132-4	Flint Engine North	\$ 720.20	\$ 438.13	8/28/2009	125	\$ 396.69	\$ 198.35	\$ 959.99
33	457	MI	Flint City	40-13-154-002-5	Delphi Flint West	\$ -	\$ -	10/31/2009	61	\$ -	\$ -	\$ -
34	101	MI	Flint City	40-13-177-002-0	Delphi Flint West	\$ 455.02	\$ 274.53	10/31/2009	61	\$ 121.92	\$ 60.96	\$ 668.59
35	100	MI	Flint City	40-13-254-008-8	BOC Die & Engineering	\$ 4.74	\$ 2.85	10/31/2009	61	\$ 1.27	\$ 0.64	\$ 6.96
36	460	MI	Flint City	40-14-279-013-3	Delphi Flint West	\$ 527.68	\$ 318.16	10/31/2009	61	\$ 141.36	\$ 70.68	\$ 775.16
37	108	MI	Flint City	41-06-179-048-4	R20600000-XXXX-NF-G	\$ 2,210.70	\$ 1,344.95	8/28/2009	125	\$ 1,217.69	\$ 608.85	\$ 2,946.81
38	109	MI	Flint City	41-06-180-007-2	R20700000-XXXX-NF-G	\$ 37,117.00	\$ 22,817.06	8/28/2009	125	\$ 20,546.18	\$ 10,273.09	\$ 49,721.77
39	111	MI	Flint City	41-06-326-050-4	R20900000-XXXX-NF-G	\$ 14,959.22	\$ 9,100.90	8/28/2009	125	\$ 8,239.77	\$ 4,119.89	\$ 19,940.24
40	112	MI	Flint City	41-06-376-008-6	R21000000-XXXX-NF-G	\$ 9,635.08	\$ 5,861.76	8/28/2009	125	\$ 5,307.13	\$ 2,653.57	\$ 12,843.26
41	113	MI	Flint City	41-06-377-027-8	R21100000-XXXX-NF-G	\$ 234.18	\$ 141.25	8/28/2009	125	\$ 64.29	\$ 31.15	\$ 111.15
42	114	MI	Flint City	41-06-379-009-0	R21300000-XXXX-NF-G	\$ 8,142.82	\$ 4,963.92	8/28/2009	125	\$ 4,488.61	\$ 2,244.31	\$ 10,862.44
43	95	MI	Flint City	41-06-401-019	R99100000-XXXX-NF-G	\$ 19,318.02	\$ 11,752.74	8/28/2009	125	\$ 10,640.67	\$ 5,320.34	\$ 25,750.43
44	464	MI	Flint City	41-06-451-003-2	R21500000-XXXX-NF-G	\$ 1,197.46	\$ 728.50	8/28/2009	125	\$ 659.58	\$ 329.79	\$ 1,596.17
45	206	MI	Flint City	41-30-276-019-7	R22100000-XXXX-NF-G	\$ 100.90	\$ 121.73	9/18/2009	104	\$ 63.43	\$ 31.72	\$ 190.92
46	494	MI	Flint City	47-31-452-045-4	R19600000-XXXX-NF-G	\$ 73,837.26	\$ 44,921.36	9/25/2009	97	\$ 31,560.51	\$ 15,780.26	\$ 102,978.37
47	314	MI	Flint Township	07-17-200-028(REALM)	RD8200000-XXXX-NF-G	\$ -	\$ -	9/11/2009	111	\$ -	\$ -	\$ -
48	330	MI	Genesee	11-18-100-002	RE0400000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
49	331	MI	Genesee	11-18-200-010	RE0500000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
50	332	MI	Genesee	11-18-200-011	RE0600000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
51	333	MI	Genesee	11-18-200-012	RE0700000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
52	334	MI	Genesee	11-18-400-006	RE0800000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
53	335	MI	Genesee	11-18-400-007	RE0900000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
54	14	MI	Lansing City-Ingham	33-01-01-17-101-023	R26000000-XXXX-NF-G	\$ 28,421.65	\$ 3,871.20	9/4/2009	118	\$ 10,439.88	\$ 5,219.94	\$ 27,072.91
55	15	MI	Lansing City-Ingham	33-01-01-17-176-001	R26200000-XXXX-NF-G	\$ 200.19	\$ 27.24	9/4/2009	118	\$ 73.53	\$ 36.77	\$ 190.67
56	185	MI	Lansing Ctr Township	33-021-01-07-426-001	R29400000-XXXX-NF-G	\$ 34,377.20	\$ 29,128.38	9/4/2009	118	\$ 20,530.57	\$ 10,265.29	\$ 53,240.30
57	186	MI	Lansing Ctr Township	33-021-01-18-226-001	R29600000-XXXX-NF-G	\$ 621.11	\$ 526.26	9/4/2009	118	\$ 370.93	\$ 185.47	\$ 961.91
58	187	MI	Lansing Ctr Township	33-021-01-18-227-001	R28600000-XXXX-NF-G	\$ 17,986.24	\$ 15,240.04	9/4/2009	118	\$ 10,741.65	\$ 5,370.83	\$ 27,855.46
59	188	MI	Lansing Ctr Township	33-021-01-18-276-001	R28700000-XXXX-NF-G	\$ 37.93	\$ 32.38	9/4/2009	118	\$ 22.73	\$ 11.37	\$ 58.95
60	189	MI	Lansing Ctr Township	33-021-01-18-276-002	R28800000-XXXX-NF-G	\$ 91.70	\$ 77.87	9/4/2009	118	\$ 54.82	\$ 27.41	\$ 142.16
61	190	MI	Lansing Ctr Township	33-021-01-18-276-003	R28900000-XXXX-NF-G	\$ 9,955.59	\$ 8,312.64	9/4/2009	118	\$ 5,789.51	\$ 2,894.76	\$ 15,013.48
62	191	MI	Lansing Ctr Township	33-021-01-18-277-001	R29000000-XXXX-NF-G	\$ 111.97	\$ 94.93	9/4/2009	118	\$ 66.89	\$ 33.45	\$ 173.46
63	192	MI	Lansing Ctr Township	33-021-01-18-277-002	R29100000-XXXX-NF-G	\$ 111.97	\$ 94.93	9/4/2009	118	\$ 66.89	\$ 33.45	\$ 173.46
64	193	MI	Lansing Ctr Township	33-021-01-18-278-007	R29200000-XXXX-NF-G	\$ 10,016.12	\$ 8,932.98	9/4/2009	118	\$ 6,126.01	\$ 3,063.01	\$ 15,886.10
65	476	MI	Livonia	46-118-99-001-001	R29900000-XXXX-NF-G	\$ 123,984.42	\$ 109,321.20	8/28/2009	125	\$ 79,895.18	\$ 39,949.59	\$ 193,358.33
66	525	MI	Millford Township	63-1-16-19-100-030	RF8300000-XXXX-NF-G	\$ 8,959.03	\$ 1,873.60	9/4/2009	118	\$ 3,507.20	\$ 1,751.01	\$ 9,081.52
68	526	MI	Millford Township	63-1-16-19-100-048	RF8800000-XXXX-NF-G	\$ 14,049.43	\$ 2,849.94	9/4/2009	118	\$ 5,463.36	\$ 2,731.68	\$ 14,167.69
69	29	MI	Pontiac	63-64-14-17-384-003	R35200000-XXXX-NF-G	\$ 10,253.38	\$ 225.99	12/31/2009	0	\$ -	\$ -	\$ 10,479.37
70	138	MI	Pontiac	63-64-14-19-432-003	R35500000-XXXX-NF-G	\$ 2,626.69	\$ 57.87	9/11/2009	111	\$ 816.10	\$ 408.05	\$ 2,275.51
71	139	MI	Pontiac	63-64-14-19-432-004	R35600000-XXXX-NF-G	\$ 28,859.38	\$ 622.41	9/11/2009	111	\$ 8,965.70	\$ 4,482.85	\$ 24,998.94
72	30	MI	Pontiac	63-64-14-20-201-001	R35800000-XXXX-NF-G	\$ 542,736.76	\$ 11,963.38	9/11/2009	111	\$ 168,689.63	\$ 84,344.82	\$ 470,355.33
73	31	MI	Pontiac	63-64-14-20-202-002	R36000000-XXXX-NF-G	\$ 316.08	\$ 6.95	12/31/2009	0	\$ -	\$ -	\$ 323.03
74	32	MI	Pontiac	63-64-14-20-202-003	R36100000-XXXX-NF-G	\$ 81.35	\$ 1.77	12/31/2009	0	\$ -	\$ -	\$ 83.12
75	33	MI	Pontiac	63-64-14-20-202-005	R36200000-XXXX-NF-G	\$ 151.71	\$ 3.32	12/31/2009	0	\$ -	\$ -	\$ 155.03
76	137	MI	Pontiac	63-64-14-20-202-007	R36300000-XXXX-NF-G	\$ 65.61	\$ 1.42	12/31/2009	0	\$ -	\$ -	\$ 67.03
77	513	MI	Pontiac	63-64-14-29-284-007	R37400000-XXXX-NF-G	\$ 113.40	\$ 2.48	9/18/2009	104	\$ 33.02	\$ 16.51	\$ 99.37
78	514	MI	Pontiac	63-64-14-29-284-008	R37500000-XXXX-NF-G	\$ 223.13	\$ 4.39	9/18/2009	104	\$ 64.97	\$ 32.49	\$ 195.54
79	34	MI	Pontiac	63-64-14-29-428-002	R37600000-XXXX-NF-G	\$ 34,669.47	\$ 764.18	9/18/2009	104	\$ 10,096.16	\$ 5,048.08	\$ 30,385.57
80	515	MI	Pontiac	63-64-14-33-302-001	R37900000-XXXX-NF-G	\$ 21,023.57	\$ 463.40	8/28/2009	125	\$ 7,358.55	\$ 3,679.28	\$ 17,807.70
81	150	MI	Pontiac	63-64-14-33-302-002	R38100000-XXXX-NF-G	\$ 4,735.72	\$ 104.36	8/28/2009	125	\$ 1,657.56	\$ 828.78	\$ 4,011.30
82	516	MI	Pontiac	63-64-14-33-302-003	R38300000-XXXX-NF-G	\$ 346.57	\$ 7.62	8/28/2009	125	\$ 121.30	\$ 60.65	\$ 293.54
83												

Schedule VIII

Properties

<u>TAX ID NUMBER</u>	<u>ADDRESS / LOCATION</u>	<u>Excluded Property List (if applicable)</u>
Unknown	Allison Gas Turbine campus, having as an address 2701 West Raymond, Indianapolis, Indiana	
Unknown	Delphi Electrical and Electronic Management Systems campus, having as an address 2900 Scatterfield Road, Anderson, Indiana	
R72 00904 0033	Dayton, Ohio parcel on Webster Street	
47-06-11-100-048.000-009	1081 Breckenridge	
47-06-11-100-064.000-009* ¹	1119 Breckenridge	1119 Breckinridge
47-06-12-300-041.000-010*	112 Bailey Scales Rd	112 Bailey Scales; 115 Bailey Scales
47-06-12-300-002.000-010* ²	126 Bailey Scales Rd	126 Bailey Scales
47-06-12-403-027.000-010	133 Bailey Lane	
47-06-11-400-002.000-010*	130 M St	"M" Street Church - 132 "M" Street
47-06-11-400-003.000-010*	132 M St	"M" Street Parsonage - 134 "M" Street
47-06-02-400-069.000-009	145 Broomsage	
47-06-02-200-035.000-009*	1585 Peerless	1585 Peerless
47-06-02-200-001.000-009*	1589 Peerless	1589 Peerless
47-06-11-400-063.000-010*	222 N Madison	228 Madison Street
47-06-11-400-062.000-010*	224 Madison	224 Madison
47-06-11-400-060.000-010*	228 Madison	222 Madison Street
47-06-12-300-064.000-010*	330 Robbins Way	330 Robins Way

¹(*) Denotes a property already designated as an Excluded Real Property pursuant to the MSPA, as set forth on Section 2.2(b)(v) of the Sellers' Disclosure Schedule (as defined in the MSPA).

² This Property also includes the parcel designated as "Tract 14" on the plat mat following this schedule of Properties.

47-06-12-200-008.000-009	452 Broomsage	
47-06-12-200-009.000-009	472 Broomsage	
47-06-11-100-027.000-009	530 North Jackson	
47-06-12-300-078.000-010*	624,626, 628 & 638 Riley	624 Riley A; 624 Riley B; 626 Riley A; 626 Riley B; 628 Riley A; 628 Riley B; 638 Riley A; 638 Riley B
47-06-12-300-067.000-010*	630 Riley	630 Riley A; 630 Riley B
47-06-12-300-085.000-010*	632 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-087.000-010*	634 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-086.000-010*	636 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-079.000-010*	637 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-063.000-010*	639 Riley	639 Riley Blvd
47-06-11-100-072.000-009*	640 Jackson	640 North Jackson
47-06-12-300-077.000-010*	640 Riley	640 Riley A
47-06-12-300-082.000-010*	641 Riley	641 Riley A; 641 Riley B;
47-06-12-300-059.000-010*	645 Riley	643 Riley A; 643 Riley B; 645 Riley A; 645 Riley B
47-06-12-300-089.000-010*	659 Riley	659 Riley
47-06-11-100-076.000-009*	Bailey Scales Rd	Five Acres (Danny Wall's) – Vacant Lot Bailey Scales Road
47-06-12-300-009.000-010*	Bailey Scales Rd	402 Bailey Scales
47-06-12-300-011.000-010*	Bailey Scales Rd	402 Bailey Scales
47-06-12-300-043.000-010	Bailey Scales Rd	
47-06-12-300-010.000-010*	402 Bailey Scales Road	402 Bailey Scales
47-06-11-100-049.000-009*	Breckenridge	1081 Breckinridge
47-06-11-100-063.000-009*	Breckridge	1119 Breckinridge
47-06-12-200-006.000-009*	Broomsage Rd	572 Broomsage
47-03-34-900-002.000-006	Bud Iked Rd	
47-03-34-300-008.000-006	Bud Iked Rd	
47-03-33-100-005.000-006	Bud Ikerd Rd	

47-03-34-400-010.000-006	Bud Ikerd Rd	
47-03-34-300-007.000-006	Bud Ikerd Rd	
47-06-02-400-071.000-009*	Dive Rd	145 Broomsage
47-06-02-400-012.000-009	Dive Rd	
47-06-03-200-004.000-009	East Oolitic	
47-06-02-400-080.000-009	Mt Pleasant Rd	
47-03-35-300-014.000-006	Peerless Rd	
47-03-35-300-021.000-006	Peerless Rd	
47-06-02-400-081.000-009	Rawlins Mill Rd	
47-06-11-100-013.000-009	Rawlins Mill Rd	
47-06-11-500-068.000-009*	Redbud St	Vacant Lot North of GM Plant – Breckenridge Road
47-06-11-100-060.000-009*	Redbud St	1081 Breckinridge
47-06-11-100-061.000-009*	Redbud St	1081 Breckinridge
47-06-12-300-070.000-010*	Riley Blvd	641 Riley Blvd.
47-06-12-300-099.000-010*	Riley Blvd	640 Riley B
47-06-12-300-065.000-010	Riley Blvd	
47-06-12-300-081.000-010	Riley Blvd	
47-06-12-403-035.000-010	Riley Blvd	
47-06-12-403-042.000-010	Riley Blvd	
47-06-03-100-011.000-009	RR 19 East Oolitic	
47-06-11-100-074.000-009	Vacant Lot on Breckinridge	

LAWRENCE COUNTY ASSASSORS PLAT FOR
SECTION No. 12 TOWNSHIP 5 NORTH RANGE 1 W SUBDIVISION

PAGE No. 3 CITY, TOWN, or TOWNSHIP BEDFORD

SCALE 1 INCH = 400 FEET

NOTE: (X) Indicates that Description is Dead in Equity.

For N $\frac{1}{2}$ See Showswick Vol. I

SPEED AUTOMATIC PLAT FOR
Bedford Heights Park
Recorded 800-24-100

300

Tract No.	Name of Owner	Acres	Area
1	Thompson, George (Mortg.)	172.573	
2	General Motors Corp. (Mortg.)	218.197	
3	General Motors Corp. (Mortg.)	218.197	
4	General Motors Corp. (Mortg.)	218.197	
5	General Motors Corp. (Mortg.)	218.197	
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